

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Lipstein, Jaffe & Lawson, L.L.P.	2. Registration No. 05337
3. Name of Foreign Principal Australian Dairy Corporation	

Check Appropriate Boxes:

4. ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☒ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

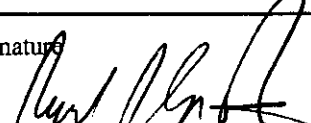
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal. Monitor developments in Washington, D.C. relating to U.S. International Trade policy as it affects the world dairy trade. Representations to U.S. Government officials and members of Congress and their staff regarding the Australian dairy industry's position on U.S. trade policy.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Representations through meetings, telephone calls and occasional writings with a view to encouraging the adoption of policies or actions that will avoid distortion of the dairy trade (through the use of subsidies).

Date of Exhibit B April 14, 2000	Name and Title Robert A. Lipstein April 14, 2000	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

# LIPSTEIN, JAFFE & LAWSON, L.L.P.

*Attorneys at Law*

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October 4, 1999

Mr. Chris Phillips  
Australian Dairy Corporation  
Level 5, IMB Tower  
60 City Road Southbank  
Victoria 3006  
AUSTRALIA

RE: Retention of Lipstein, Jaffe & Lawson, L.L.P.

Dear Chris:

This will confirm that you have engaged Lipstein, Jaffe & Lawson, L.L.P. (the "Firm") to represent you in connection with ongoing U.S. and international issues relating to international dairy trade. Services on your behalf will continue to be provided by me and by Bob Porter and others at Collier, Shannon, Rill & Scott, P.L.L.C. ("CSRS"). Consistent with good business practices, and D.C. Bar rules, it is our practice to inform new clients, in writing, of the basis for our charges. We ask that you review this letter, and sign and return one original for our files.

The Firm will provide the Australian Dairy Corporation with monthly statements detailing the hours spent by each attorney and a short description of the nature of such services. This statement will include a description of all work performed by me and by CSRS staff. Such monthly statements shall include charges for expenses and disbursements incurred by the firm on behalf of Australian Dairy Corporation. These expenses may include photocopying, messenger and delivery services, computerized on-line research, long distance telephone and fax charges, and any governmental filing or search fees. Photocopy charges will be billed at \$0.10 per page. Fax charges will be billed at \$1.25 per page international, \$0.25 per page domestic long distance, and \$0.10 per page for local calls. Long distance telephone and computerized research charges and remaining expenses will be charged at cost.

As at present, in exchange for the Firm providing legal services to Australian Dairy Corporation, Australian Dairy Corporation agrees to pay the Firm eight thousand five hundred dollars (\$8,500.00) per month. This amount will be shared by the Firm and by CSRS with no additional cost to you. The retainer is exclusive of costs and disbursements incurred by the Firm

Mr. Chris Phillips

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on Australian Dairy Corporation's behalf, all of which will be billed monthly to Australian Dairy Corporation. Payment of such charges will be due and payable on the first of the following month in addition to the retainer fee for the prior month's services. By the signature below, you agree to pay each monthly invoice in full upon receipt.

You remain free to terminate this representation at any time. The Firm may withdraw as counsel for good cause, or with your consent. Good cause includes, but is not limited to, refusal by you to cooperate or to follow our advice with respect to a material matter, or refusal to pay statements received.

You acknowledge that modifications of this agreement must be in writing, signed by you and Lipstein, Jaffe & Lawson, L.L.P.

If the foregoing accurately reflects your understanding of the scope and terms of our engagement please countersign both originals in the space indicated below and return one original to us for our files. If you prefer to make payment by wire transfer, please contact Katina Stockbridge in our office for wire instructions.

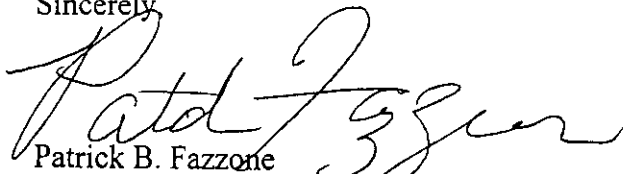
We appreciate your selection of Lipstein, Jaffe & Lawson, L.L.P. to serve as your counsel in this matter, and I look forward to working with you, as always.



Agreed and Accepted:

By: Chris Phillips

Sincerely,



Patrick B. Fazzone

for Lipstein, Jaffe & Lawson, L.L.P.